



CONTRACT NUMBER N09522	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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* See Attachment 1, sections III and IV

THIS AGREEMENT made by and between the State of Washington's Department of Health, hereinafter referred to as "DOH," or the Department and the party whose name appears below, hereinafter referred to as the "Contractor."

CONTRACTOR:

Group Health Cooperative
of Puget Sound

UBI #:

578-011-461

ADDRESS:

1730 Minor Avenue, Suite 1520
Seattle, WA 98101-1448
Phone: (206) 287-4320 Fax (206) 287-4287

FEDERAL TAX ID #:

91-0511770

IT IS MUTUALLY AGREED THAT:

The purpose of this contract is to provide tobacco treatment counseling and nicotine replacement therapy to Washington State residents through a toll-free telephone Quit Line.

STATEMENT OF WORK:

The Contractor shall provide a single, statewide, toll-free, telephone-based resource (the "Quit Line") for screening, counseling support materials and referral for tobacco cessation assistance based on individuals' readiness to quit. Services will commence on October 23, 2000. All Quit Line protocols and materials shall be based on principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance abuse. Counseling shall be based on protocols that have been demonstrated to be effective in randomized clinical trials to prepare people to quit and stay off tobacco after quitting. The Contractor will also develop and maintain a statewide referral database with information about insurance plans and community cessation services.

Additionally, the Contractor shall provide the goods and services as described in the attached Statement of Work (Exhibit A), this Contract and all its incorporations. The following documents are incorporated by reference into this Contract:

- Request for Proposal RFP N09440 - Exhibit B
- The Contractor's Proposal in response to RFP N09440 - Exhibit C

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance under this contract shall be from Date of Execution through June 30, 2001, however at DOH's sole discretion, this Contract may be extended via amendment through June 30, 2003 in whatever time increments DOH deems appropriate unless sooner terminated as provided herein.

IN CONSIDERATION WHEREOF:

PAYMENT: The total payment to the Contractor for services provided under this contract shall not exceed \$972,896.00 per year without prior amendment signed by authorized representative of both parties.

The Department retains the right to assess the reasonableness of all charges and expenses billed by the Contractor and to pay only for such charges as the Department determines to be reasonable and substantiated by the billing. Payment will be based upon specified reports and receipt and acceptance of each deliverable.

If requested to do so, Contractor shall provide a schedule of rates for each job category of the Work, as well as a statement regarding how these rates are compiled and adjusted, should that be necessary. Increases shall not be allowed beyond the estimated total cost unless authorized by written amendment.

DOH will make payment to the Contractor within 30 days upon receipt of properly executed invoice vouchers. Upon expiration of the contract, any claims for payment for costs due and payable under this contract that are incurred prior to the expiration date **must** be submitted by the Contractor to DOH within **60 days** after the contract/agreement expiration date. Belated claims shall be paid at the discretion of the Department and are contingent upon the availability of funds.

INVOICES: Contractor shall submit payment requests on A-19 forms provided by DOH, to the DOH Project Manager for all amounts to be paid by the Department hereunder. All invoices submitted must meet with the approval of the Project Manager or his/her designee prior to payment, which approval shall not be unreasonably withheld. Contractor shall only submit invoices for Services or Deliverables as permitted by this section of the Contract. The Department will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number and order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. All payments to Contractor shall be remitted by mail. Invoices must reference this Contract Number and provide detailed information as requested by the Department.

IT IS FURTHER AGREED THAT:

GOVERNANCE: In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations
- Attachment 1 - Special Terms and Conditions,
- Attachment 2 - General Terms, Conditions, Compliance, And Standard Certifications
- Exhibit A - Statement of Work
- Exhibit B - RFP
- Exhibit C - Contractors Response to RFP
- Any other provision of the contract whether incorporated by reference or otherwise.

UNDERSTANDING: This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall exist or bind any of the parties hereto.

This contract shall be subject to the written approval of the DOH Contracting Officer and shall not be binding until so approved. Only the Contracting Officer or his/her designee by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of DOH. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by both the DOH Contracting Officer and the Contractor.

IN WITNESS WHEREOF: DOH and the Contractor have signed this agreement.

CONTRACTOR SIGNATURE	DATE
DOH CONTRACTING OFFICER SIGNATURE	DATE

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE ATTORNEY GENERAL

SPECIAL TERMS AND CONDITIONS

CONTRACTOR'S PERSONNEL

1. For work to be performed for the DOH, the DOH reserves the right to reject any of the Contractor's employees, suppliers or subcontractors that do not satisfy the requirements of the Contract. Any and all costs or expenses associated with replacement of any person or entity shall be borne by the Contractor.
2. The DOH may, in the exercise of its discretion and judgment, identify certain of Contractor's employees as key personnel, and if so, the Contractor shall take all necessary steps to assure that said Contractor's employees are available and assigned to the Work as long as said employees are employed by Contractor.
3. Contractor warrants that it is available to perform the work within the time specified and that all work will be performed on a priority basis. Contractor will begin work promptly and will perform the work in a continuous and diligent manner, and Contractor shall not interrupt the work except as may be provided under the Contract.
4. Contractor shall be responsible to ensure that all its employees and subcontractor's employees are properly trained, certified, or licensed as appropriate and are properly qualified by education and experience to perform the work. Contractor shall avoid overstaffing the work or shuffling personnel assigned to the work.

COORDINATION AND COOPERATION

1. Contractor shall cooperate with the DOH and other firms, if any, to ensure that the work is properly performed on schedule. Contractor shall collaborate with any other firms and coordinate its work with the work of such other firm(s), if any, which could affect the work, and Contractor shall proceed in such manner as not to interfere or delay the progress of the work as a whole.
2. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor(s), the Contractor shall inspect and promptly report in writing to the DOH any defects in the work of such other contractor that renders it unsuitable for such proper execution or results. Failure of the Contractor to do so shall constitute its acceptance of the other firms' work as fit and proper for the reception of Contractor's work, except as to defects that may develop in the other firms' work after the execution of the Contractor's work.
3. In cases of disagreement or disputes between the Contractor and other firm (s) which could delay or interfere with the work due to the failure to collaborate and cooperate or which cannot be resolved between Contractor and the others

involved, the DOH shall be given prompt written notice specifying in detail the disagreement or dispute. In such cases, the DOH shall have the right to determine the proper method of coordinating the work, and the DOH's decisions in this regard shall be final, binding, and conclusive.

4. Notwithstanding the existence of a dispute or disagreement between the DOH and the Contractor, the Contractor shall diligently and without interruption proceed with the work at such rates of progress as will ensure full completion of the Work on time.

INSURANCE COVERAGE

The Contractor is to furnish the Department with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date

Liability Insurance

- 1) **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2) **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

3) **Employers Liability (“Stop Gap”) Insurance:** In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

- a) **Additional Insured.** The State of Washington, [agency name], its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- b) **Cancellation.** State of Washington, [agency name], shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- c) **Identification.** Policy must reference the State’s contract number and the agency name.
- d) **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by [Agency Name] Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
- e) **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this contract.

Worker’s Compensation Coverage

The Contractor will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any

way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

KEY CONTACTS AND ESCALATION

Contractor shall provide a key contact and escalation listing for problem and dispute resolution. This listing shall provide names and telephone, pager, portable phone numbers, including home phone numbers of key Contractor personnel.

NON SOLICITATION

Neither the Contractor nor the Department, through its personnel who are involved in the project or who otherwise have actual knowledge of this prohibition, shall actively recruit or solicit for employment or a subcontractor position the other party's staff working on the project during the term of this contract without the prior written approval of the other party. Contractor shall not knowingly assign to the project, on full-time, part-time or other basis, any former employees of the Department who have been working on or are associated with the Project, without the prior written approval of the Department. Contractor acknowledges and agrees that former employees of the State are subject to the terms of State laws and regulations concerning conflicts of interest and that such State laws shall take precedence over this clause of the Contract in the event of any conflict between this clause and State law.

NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal service as first-class certified mail, postage prepaid and return receipt requested to the parties at the following addresses:

To GROUP HEALTH COOPERATIVE OF PUGET SOUND at:

Kristine Odle, Senior Manager, New Product Development
1730 Minor Avenue, Suite 1520
Seattle, WA 98101-1448
Phone: (206) 287-4395 Fax (206) 287-4287
E-mail address: odle.k@ghc.org

To DOH at:

State of Washington Department of Health
Office of Contracts, Properties & Procurements
Attn: Susan DeBlasio
P. O. Box 47905
Olympia, WA 98504
Phone (360) 236-3905 Fax: (360) 586-2655

E-mail address: susan.deblasio@doh.wa.gov

Physical Mailing Address for Delivery:
NewMarket Industrial Complex
7211 Cleanwater Lane
Building #15
Tumwater, WA 98501

OVERTIME AND TRAVEL TIME

Unless otherwise specified in the Contract, no payment shall be made for time and expense in traveling to or from where Work is to be performed. Payments for Work over a specified number of hours or on certain days at rates higher than the rate specified in the Contract shall only be made if both the hours for which the higher rate is applicable and the rate itself are clearly specified in the Contract. Unless otherwise specified in the Contract, all time shall be invoiced at the same rate, regardless of the days or hours worked.

PRICE PROTECTION

The price(s) of the work, including Materials, as well as all terms and conditions of this Agreement shall not be less favorable than the price(s), terms, and conditions granted to any other customer of the Contractor, based upon similar annual volume. All affiliates, subsidiaries or other DOH entities shall receive terms and rates that are not less favorable than those stated in this Contract.

RIGHTS TO COMPUTER SOFTWARE SYSTEMS AND PROGRAMS

The Contractor shall retain all rights, title and interest in and to all computer software systems and programs developed prior to and during the term of this contract which are not specifically created, produced, developed, delivered or paid for as part of the scope of work under this contract. Except as specifically set forth in Exhibit A, the parties do not intend for Contractor to develop computer software for the Department.

The Department shall have no proprietary rights in or to any third party material licensed to the Contractor, or in or to any material developed or owned by the contractor prior to the effective date of this Contract or developed by the Contractor independently from this contract, including but not limited to Contractor's tobacco cessation software infrastructure.

TOBACCO WORK

Contractor shall not accept any work involved in the production, processing, distribution, promotion, sale or use of tobacco during the term of this contract without prior written approval from DOH which shall not be unreasonably withheld.

USE OF MARKS

Contract No N09522
Group Health Cooperative of Puget Sound
Tobacco Cessation Telephone Quit Line

During the term of this contract, the Department may only use the "Free & ClearSM" mark in accordance with the written instructions of the Contractor. The Department shall not acquire any right, title or interest in or to the "Free and ClearSM" mark through any such use except for its right to use such mark as provided herein.

The Department may refer to the "Free & ClearSM" mark as follows: "The Washington Quit Line program ("Program Name") will provide access to the " Free and ClearSM" Tobacco Cessation Program."

In the event the Department wishes to use the "Free and ClearSM" mark using any different language, the Department will provide the Contractor with its proposed language and information regarding its proposed means of dissemination. Within 14 days of receipt of such proposed language, the Contractor shall provide instructions to the Department regarding the proposed language. Upon request, the Department shall provide the Contractor with copies of materials containing approved language.

WITHHOLDING PAYMENTS

If the Contractor fails to provide services or a deliverable which satisfies the Contractor's obligations under this Contract, the Department shall have the right to withhold any and all payments due the Contractor, but only to the extent of the amount in dispute. The Department may withhold any and all such payments without penalty or work stoppage by the Contractor until such failure to perform is cured.

The Department may also withhold from any amount due the Contractor such sums as the Department determines to be necessary to protect the Department against potential loss or liability, without penalty to the Department but only up to the amount of such sum of the potential loss or liability. The Department may only withhold such sums until the potential loss or liability is resolved.

**GENERAL TERMS, CONDITIONS, FEDERAL COMPLIANCE,
AND STANDARD FEDERAL CERTIFICATIONS**

I. GENERAL TERMS (DEFINITIONS)

As used throughout this contract, the following terms shall have the meanings set forth below:

- a) "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract. It shall include all employees of the Contractor.
- b) "Contracting Officer" shall mean the Director of the Office of Contract Management of the Department and his/her delegates within that office.
- c) "Department" shall mean the Department of Health (DOH) of the State of Washington, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing the Department.
- d) "Equipment" shall mean an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more.
- e) "Materials" means all components, direction, data, deliverables, documents, drawings, design, devices, goods, information, items, materials, products, programs, reports, supplies, systems (including electronic imaging, or computer hardware, software, or other systems of any sort), labor, services (including consulting, technical, professional, or other services of any sort), supervision, support, or works performed or provided under the Contract.
- f) "Reimbursement" shall mean that the Department of Health will repay the Contractor for allowable costs incurred under the terms of this contract.
- g) "Subcontractor" shall mean a person, partnership, or company not in the employ of or owned by the contractor, who is performing all or part of those services under a separate contract with or on behalf of the contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- h) "Successor" is defined as any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/ vendor.

II. GENERAL CONDITIONS

1. **ADVANCE PAYMENTS PROHIBITED** - No payment in advance or in anticipation of services or supplies to be provided under this agreement shall be made by the Department.
2. **ADVERTISING – Use of DEPARTMENT'S NAME** - Except as provided under the Use of Marks section of the Special Terms and Conditions, neither party or its subcontractors, employees, or agents shall use the other party's name, photographs, logo, trademark, tagline or other identifying characteristics or that of any of the other party's subsidiaries or affiliates without prior written approval of the other party, except the Department may be named on lists of Contractor's clients during the term of the Agreement.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35** - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications
4. **CHANGES AND MODIFICATIONS** - The Contracting Officer may, at any time, by written notification to the contractor, and without notice to any known guarantor or surety, request changes within the general scope of the services to be performed under the contract. If the Contractor agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both will be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the Contractor's receipt of the change notice.

The Contracting Office may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "disputes" section of this agreement. Nothing in this section shall excuse the Contractor from proceeding with the contract as changed.
5. **CHANGE IN STATUS** - In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify DOH of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.
6. **CONFLICT OF INTEREST** - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Department may, in its sole discretion, by written notice to the Contractor, terminate this contract if it is found after due notice and

examination by the Contract Officer that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Department provided for in this clause are in addition to any other rights and remedies provided by law. Any determination made by the contracting officer under this clause shall be an issue and may be reviewed as provided in the "disputes" clause of this agreement.

7. **CONTRACTOR NOT EMPLOYEE OF DEPARTMENT** - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Department. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.
8. **COVENANT AGAINST CONTINGENT FEES** - The Contractor promises that no person or DOH has been employed or retained on a contingent fee for the purpose of seeking or obtaining this contract. This does not apply to legitimate employees or an established commercial or selling DOH maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the Department may, at its discretion:
 - Annul the contract without any liability; or
 - Deduct from the contract price or consideration or otherwise recover the full amount of any such contingent fee.
9. **DISPUTES** - Except as otherwise provided in this contract, when a genuine dispute arises between the Department and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Office of Contracts Management which shall oversee the following Dispute Resolution Process: The Department shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; the Department's and Contractor's representatives shall mutually agree on a third person to chair the dispute panel. Within fourteen (14) days of the dispute panel's receipt of each party's written explanation regarding the dispute, the dispute panel shall decide the dispute with the majority prevailing.

A party's request for a dispute resolution must:

- be in writing,
- state the disputed issues,

- state the relative positions of the parties,
- state the party's name, address, and his/her Department contract number,
- be mailed to the DOH Office of Contracts, Properties & Procurement, PO Box 47905, Olympia, WA 98504-7905 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

This dispute resolution process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

19. **FORCE MAJEURE AND DELAYS** - Time of performance is of the essence. However if the Contractor is delayed in the progress or completion of the work by any act or neglect of the Department or of any other governmental agency, person, or entity or by changes ordered in the work, or by extra work orders, by acts of God, civil disorders, acts of civil or military authority, strikes, or labor disturbances, then for all such delays the Contractor shall be allowed one day additional to the time limitations stated in the Contract for each and every day of such delay so caused in the progress or completion of the Work, the same to be ascertained solely by the Department and a similar allowance of extra time will be made for such delays as the Department may find to have been caused by the Department.

The Contractor will use its best efforts to avoid delay and shall keep the Department informed of any event which may delay performance of the work. Delay in the Contractor's receipt of subcontracted work, including Materials, for reasons beyond the control of its subcontractor(s) shall not be excusable hereunder if the work, including Materials, are available to the Department from alternative or other source(s).

The Contractor shall, within twenty-four (24) hours from the beginning of any delay (unless the Department grants a further period of time), provide written notice to the Department of the cause(s) of delay. No extensions of time shall be made for any one or more delays unless within three (3) business days after the beginning of such delay a written request for additional time shall be submitted to the Department. In a case of a continuing cause of delay, only one request shall be necessary.

The Department shall not be liable for any increased costs, including price escalation, beyond the original completion or delivery date, and no claim for expenses, damages, or any claim other than for extension of time as herein provided shall be made or asserted by either party against each other due to any of the delays herein mentioned.

The Contractor shall conduct its work and cooperate with all others so as to mitigate any possible interference with the Department's operation.

Notwithstanding the provisions of this clause, the Department shall reimburse the Contractor its actual, necessary, reasonable and verifiable expenses which may be incurred as a direct result of delay due to the Department's active interference, provided, however that in no event shall the Department be liable for unabsorbed overhead, loss of anticipated profit or revenue, or other consequential loss due to delay.

20. **GOVERNING LAW** - This contract shall be governed by the laws of the State of Washington and applicable federal laws and regulations.

21. **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the Department, and all officials, agents and employees of the State, from and against all claims for injuries and death arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractors agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

22. **LICENSING AND ACCREDITATION STANDARDS** - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards, necessary for the performance of this contract.

23. **LIMITATION OF AUTHORITY** - Only the Contracting Officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the Department. No alteration, amendment, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the Contracting Officer.

24. **NONASSIGNABILITY** - The Contractor may not assign or transfer this contract or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the Contracting Officer, provided that any permitted assignment shall not operate to relieve the Contractor of any its duties and obligations hereunder, nor shall such assignment affect any remedies available to DOH that may arise from any breach of the provisions of this contract, its supplements, or warranties made herein including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this section of the contract shall be null and void. This contract shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

25. **OVERPAYMENTS AND ASSERTION OF LIEN** - In the event that the Department establishes overpayments or erroneous payments made to the Contractor under this contract, the Department may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to the Department, or by doing both.

26. **RECORDS, DOCUMENTS, AND REPORTS** - The Contractor shall maintain records, documents and similar materials relevant to the provision of goods or services and adequate to document the scope and nature of the goods or services provided. Billing records are not sufficient for this purpose.

These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. Any duly authorized representative of the Department sent by the Department, shall agree, in writing, to keep confidential all proprietary information of the Contractor and information relating to identifiable individuals other than employees of the parties to this agreement or their subcontractors.

The Contractor will retain these records for six years. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. **REGISTRATION WITH DEPARTMENT OF REVENUE** - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

28. **RIGHT OF INSPECTION** - The Contractor shall provide the Department and other authorized entities the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Department. All inspections and evaluations shall be performed in such a manner as will not unduly interfere with the Contractor's business or work hereunder.

19. **RIGHTS IN MATERIALS** - Unless otherwise provided, all Materials produced exclusively under this contract for Department shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Department. The Department shall be considered the author of such Materials. In the event such Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in such Materials, including all intellectual property rights, to the Department effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data,

reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

With respect to Materials that are owned by the Department under this contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Department a nonexclusive, royalty-free, irrevocable license (with rights to sub-license to others) to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display such pre-existing materials, provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license.

Contractor does not grant any proprietary or license rights to Materials developed prior to or during the term of this Contract and which are not specifically created, produced, developed, delivered and paid for as part of the Scope of Work under this Contract, including, but not limited to, Contractor's tobacco cessation software infrastructure and Contractor's "Free and ClearSM" works.

The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Department shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Department shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

The Department hereby grants the Contractor a fully-paid, non-exclusive, perpetual, worldwide, royalty-free, irrevocable license to copy, use and reuse, in whole or in part, reproduce, distribute, demonstrate, publish, and prepare derivative works based upon Materials developed exclusively for the Department for Contractor's internal or business purposes, provided that Contractor does not disclose any of the Department's confidential information. Except as provided below, Contractor may not sublicense, in whole or in part, the Materials owned by the Department, or any derivatives thereof, to any third party without the Department's prior express consent. Contractor may, however, freely sublicense the Materials owned by the Department, and any derivatives thereof, to any other U.S. state agencies, provided Contractor only seeks reimbursement for Contractor's actual costs of development, reproduction, distribution, and sublicensing of such Materials for or to other state agencies. Contractor agrees to identify the Department as sponsor on materials accompanying Materials owned by the Department.

The provisions of this Section shall survive any termination of this Contract.

20. SAFEGUARDING OF CLIENT INFORMATION - The use or disclosure by any party of any information concerning a client obtained in providing service under this

agreement shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Nothing prohibits either party from publishing or disclosing such information in a summary, statistical, or other form that does not identify individual clients.

21. **SAVINGS** - The parties acknowledge and agree that this Contract is dependent upon the availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, non-allocated, or limited in any way after the effective date of this contract and prior to normal completion, the Department may terminate the contract under the "termination for convenience" clause, subject to renegotiation under those new funding limitations and conditions. In such event, the Department will provide as much advance written notice as possible to the Contractor.
22. **SEVERABILITY** - If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not effect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.
23. **SUBCONTRACTING** - The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without prior written approval of the Contracting Officer, which approval shall not be unreasonably withheld or delayed. The Contractor shall be responsible for ensuring that program specific requirements of the contract flow down to any and all subcontractors. Department agrees to work with the Contractor to identify any such subcontractor requirements.

If, at any time during the progress of the Work, the Department reasonably determines in its sole judgement that any subcontractor is incompetent or undesirable, the Department shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the Work.

The rejection or approval by the Department of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, or be the basis for additional charges to the Department.

The Department has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all **contractual** obligations, **financial or otherwise**, to their subcontractors.

24. **TAXES** - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
25. **TERMINATION FOR CONVENIENCE** - Except as otherwise provided in this contract, the Contracting Officer may, by sixty (60) days written notice, beginning on

the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of the Department. If this contract is so terminated, the Department shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

26. **TERMINATION FOR DEFAULT** - Failure of either party to perform any of the contract provisions may result in termination for default. In such event, the non-defaulting party shall provide the defaulting party with written notice that describes the default with reasonable specificity. If the defaulting party fails to cure such default within 30 days of receipt of written notice, the non-defaulting party may then terminate the contract in whole or in part.

The Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funding during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the contract.

In the event of termination of this Contract under this section, DOH shall have the right to procure the Deliverables and/or Services that are the subject of this Contract on the open market and the Contractor shall be liable for all proven damages up to the maximum compensation payable under this Contract, including, but not limited to (1) the cost difference between the original Contract price for the Services and the replacement costs of such Services acquired from another vendor; and (2) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs. DOH shall have the right to deduct from any monies due to the Contractor, or that thereafter become due, an amount for damages the Contractor will owe DOH for Contractor's default.

If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not his/her or his/her subcontractor's fault or negligence, the termination shall be deemed to be a "termination for convenience."

27. **CONTRACTOR'S RIGHT TO TERMINATE FOR CAUSE** - Contractor may terminate this contract upon 30 days notice to the Department if the Department fails to pay contractor pursuant to the terms of this contract and the Department fails to cure within 30 days after receipt of Contractor's notice, or such longer period of cure, if specified by Contractor in such notice.

28. **TERMINATION PROCEDURE** - Upon termination of this agreement the Department may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "treatment of assets" clause shall apply in such property transfer.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department. In addition the Department shall pay the amount agreed upon by the Contractor and the Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Department, and (d) the protection and preservation of the property.

If the termination is for default, the Contracting Officer shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "disputes" clause of this agreement.

The Department may withhold from any amounts due the Contractor for such completed work or services such sum as the Contracting Officer reasonably determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- Stop work under the agreement on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, facilities except as necessary to complete such portion of the work not terminated;
- Assign to the Department, to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the Department and deliver, as directed by the Contracting Officer, any property which, if the agreement had been completed, would have been required to be furnished to the Department;
- Complete performance of such part of the work not terminated by the Contracting Officer; and,
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.

29. **TREATMENT OF ASSETS** - Equipment purchases, title, and treatment of assets are determined by fund source. OMB Circular A-102 and/or the Washington State Office of Financial Management's "OFM Directive A95-05" (effective July 1, 1995) regulate treatment of assets. Equipment acquisitions must be included in the contract budget.
30. **VENUE** - The Venue of any legal action or suit concerning this agreement shall be the Thurston County Superior Court and all actions or suits thereon shall be brought therein.
31. **WAIVER OF DEFAULT** - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Contracting Officer of the Department, and attached to the original contract.
32. **WASHINGTON STATE NON-DISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future state statutes relating to nondiscrimination. These include but are not limited to: Washington State Law Against Discrimination (Chapter 49.60 RCW).

EXHIBIT A

Statement of Work and Payment Schedule

Section I: Quit Line and Resource Database Development

Section II: Client Services

Section III: Program Administration and Quality Improvement

Section I: Quit Line and Resource Database Development

Total \$156,287.00

TASK DESCRIPTION	DELIVERABLES	DUE DATE	PRICE %	\$	TERMS
DELIVERABLE #1					
A. Develop work plan, flow charts and description of responsibilities	Written work plan and flow chart	9/20/00	1.7%	\$2,673.00	Receipt and acceptance by DOH of work plan and notebook
B. Provide written outline of WA State Quit Line procedures, policies and intervention protocols to include: 1. Initial contact, registration and screening 2. Assessment and staging 3. Interventions by type of caller, stage of change and insurance status 4. Referrals	Completed policy and procedure notebook.	10/23/00			
	Documentation of staff training on policies, procedures and protocols				

TASK DESCRIPTION	DELIVERABLES	DUE DATE	PRICE %	\$	TERMS
DELIVERABLE # 2					
A. Hiring and training of Quit Line staff: Smoking cessation interventions shall be provided by trained smoking cessation specialists, using Department-approved curriculum. Specialists must be skilled in the principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance abuse and must also be knowledgeable about specific issues related to tobacco dependence, including nicotine replacement therapy. Initial training protocols must assure these staff skills.	Resumes and job descriptions of Quit Line staff Documentation of completion of initial training	10/30/00	21%	\$32,761.00	Receipt and acceptance by DOH of documentation as listed in deliverables
B. Information system development: 1. Client and system requirements fully defined 2. Data elements finalized 3. Screens developed for all interventions 4. Support materials screens Developed 5. All coding and programming	System documentation delivered to DOH	10/30/00			

completed and tested A. Telecommunications System: Provide a freely transferable toll-free line capable of handling multiple simultaneous incoming and out-going calls. Provide a second toll-free line for Spanish speaking callers.	Documentation of system capability	10/23/00			
B. Workstations & other infrastructure setup.		10/30/00			
DELIVERABLE #3					
A. Provide standard client packets to WAQL clients. Packets to be approved by the Department.	Existing materials customized with WA State name and language on portfolio and materials. Materials produced and ready for WAQL callers	10/30/00	55.8%	\$87,273.00	\$80,000 upon Receipt and acceptance by DOH of 3A
B. Develop client support materials specific to WA State (maximum of two items).	WA State specific materials produced	3/31/01			\$7,273 upon receipt and acceptance of 3B
DELIVERABLE #4					
A. Develop marketing plan specific to WA State for health care providers, managed care plans and community-based programs in collaboration with Department and Department's media contractor.	Written collaborative plan	10/31/00	6.8%	\$10,619.00	Receipt and acceptance by DOH of marketing plan
DELIVERABLE #5					
A. Develop referral database for	Data tool developed	10/15/00	13.1%	\$20,419.00	Due in 2

health plans and community cessation services					installments, \$8,709 upon receipt with acceptance by DOH of 5 (1 & 2). \$8,710 upon receipt & acceptance by DOH of 5 (3, 4 & 5).
1. Develop inventory tool in collaboration with Department					
2. Inventory coverage of cessation services by health plans selling insurance in WA State	Health Plan Data: Initial summary data included in database for launch of WAQL (Top 20 plans)	10/30/00			
3. Inventory community-based cessation services statewide in collaboration with DOH county contractors	Written summary of data collected and sample of data collection tool	12/31/00			
4. Develop database of health plan and community cessation services by county and community and enter data collected in inventories. Current CIPHER standards will be followed.	Comprehensive database of health plan and community resources completed. Delivery of the following to DOH: A. Entity relationship diagram B. Electronic schema C. Data dictionary	12/31/00			\$1500 for each of receipt and acceptance of two quarterly updates
5. Test database	Testing completed; confirmation of operational system through monthly report	12/31/00			
B. Update database at least monthly	Submit database in format to be specified by DOH initially and monthly thereafter.	Monthly			
C. Contractor will inventory health care plans and communities at					

least yearly.					
D. Perform periodic maintenance on database.					
DELIVERABLE #6					
A. Develop science-based, culturally sensitive and appropriate protocols and support materials specific to ethnic and racial minority groups and other target populations: 1. Hispanic callers 2. Low income pregnant women	Copies of "Quick Read" materials in Spanish and counseling protocols modified for Hispanic population Copies of all written materials and protocols specific to low income pregnant women	2/28/00 6/30/01	1.6%	\$2,542.00	\$1,271.00 due upon receipt & acceptance by DOH of 6A1. \$1,271.00 due upon receipt & acceptance of DOH of 6A2.

Section II: Client Services

Total budget: \$713,783.00

TASK DESCRIPTION	DELIVERABLES	DUE DATE	PRICE % \$	TERMS AND CONDITIONS
DELIVERABLE #7				
A. Provide telephone screening and counseling as follows: 1. Assessment and staging of readiness to quit using stages of change model 2. All callers ready to quit within 30 days shall receive comprehensive one-time counseling and a Quit Kit (print material). Uninsured	Monthly report indicating the following information for all callers: Stage of change Readiness to Quit within 30 days: Insurance status Race/ethnicity, Age County of residence Uninsured and Medicaid callers Requests for NRT Provision of NRT	Quit Line operational 10/30/00 Tested and ready for full advertising 11/ 13/00	44% \$307,092 (\$38,386.50/month X 8 months, starting Nov 2000)	Receipt and acceptance by DOH of monthly reports

<p>Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.</p> <p>D. Telephone standards:</p> <ol style="list-style-type: none"> 1. The percent of calls during operating hours receiving a live response shall be 95%. 2. The average live response answer speed shall be within 30 seconds. 3. Calls resulting in abandonment shall be less than or equal to 5% 4. Percent of voice mail that is returned within one business day shall be 95%. 5. If any of these standards are not met, Contractor will develop a corrective action plan and submit it to Department within 30 days. Failure to submit a satisfactory plan within 30 days will result in a corrective action meeting with the Department. <p>E. Voice mail shall be available 24 hours per day, 7 days per week.</p>		<p>Monthly reports</p> <p>Monthly Reports</p> <p>Monthly Reports</p> <p>Monthly Reports</p> <p>Monthly Reports</p> <p>Monthly Reports</p>			
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<p>F. Call peak volume time shall be monitored and reported to Department. Hours of operation shall be adjusted as needed and mutually agreed upon.</p>		Monthly Reports			
<p>G. Additional live response shall be provided in conjunction with special media events as mutually planned with Department and Department's Media Contractor. Advance coordination and minimum of 30 days notice will be provided to WAQL prior to major media events or promotions by Department or Department's Media and Public Relations contractors.</p>		Monthly Reports			
<p>H. Languages</p> <ol style="list-style-type: none"> 1. English and Spanish. 2. Provide written counseling materials in English and Spanish. 3. Interpretive services shall be available for callers in the following languages: Russian, 	<p>Contractor shall monitor number of callers needing interpretive services</p>	<p>Monthly Reports</p> <p>Monthly</p>			

<p>Vietnamese, Chinese (Mandarin and Cantonese), Japanese, Filipino, and Korean.</p> <p>4. Provide and service a TDD line for the hearing impaired.</p>	<p>and will provide interpretive services at \$75.00 per intervention up to budgeted line item.</p>	<p>reports</p>			
<p>I. Contractor shall monitor the number of incoming calls. If the number of incoming calls exceeds 1500 per month or the number of calls falls below 1200 per month, or the number of insured callers who are ready to quit exceeds 925 per month, Contractor shall recommend changes in protocols, definitions, publicity and/or media promotion of the Quit Line.</p> <p>J. Should service delivery fall below service levels referenced in 8A, Contractor shall implement follow-up calls to provide quit date and relapse prevention support to previous callers to meet service levels.</p> <p>K. Maintain expertise of smoking cessation specialists</p>	<p>Monthly reporting of number of callers and number of callers ready to quit</p> <p>Monthly reporting of number of callers</p> <p>Provide Department with continuing education training protocols and update</p>	<p>Monthly Reports</p> <p>Monthly Reports</p> <p>Yearly</p>			

through continuing education	yearly				
L. Weekly telephone activity report. Contents to be negotiated with DOH Media Contractor but not to contain more than 5 data items.	Weekly report sent to Media Contractor				
DELIVERABLE #8					
A. Contractor shall monitor the number of uninsured and Medicaid callers needing full-follow-up cessation services. If the number exceeds a projection of 1600 individuals for the contract year, or falls below 1200 individuals, Contractor shall recommend changes in protocols, definitions, publicity and/or media promotion of the Quit Line.	Monthly reporting of number of uninsured and Medicaid callers, number of uninsured and Medicaid callers ready to quit and uninsured and Medicaid callers who receive follow-up support from GHC's tobacco cessation program.	Monthly Reports	56%	\$406,692 (\$50,836 .50 /month X 8 months, starting Nov 2000)	Receipt and acceptance by DOH of monthly reports
B. Contractor shall monitor the number of uninsured and Medicaid callers receiving nicotine replacement therapy (NRT). If the number exceeds	Monthly reporting of number of callers receiving nicotine replacement therapy	Monthly Reports			

400 individuals within the contract year, Contractor shall recommend changes in protocols, definitions, publicity and/or media promotion of the Quit Line.					
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Section III. Program Administration and Quality Improvement

Total Budget: \$102,827

Task Description	Deliverables	Due Date	Price %	\$	Terms
DELIVERABLE #9					
A. Meet with Department and other Department contractors for coordination and planning via telephone conferencing. Staff shall be available for in-person meeting once per month. Additional meetings may be negotiated.	Monthly meetings held	Ongoing	26.9%	\$27,635 (\$2,763.50/month X 10 months) starting September 2000	Receipt and acceptance by DOH of monthly summary of activity and copies of meeting minutes
B. Provide minimum of 3 Quit Line overview presentations to state contractors, WSALPHO and Joint Conference on Health. Presentations will be scheduled in advance.	Presentations made and reported monthly	6/30/01 6/30/01			

C. Provide professional presentations to DOH Research/Multicultural Conference, and up to 4 professional organizations. Presentations will be scheduled in advance.	Presentations made and reported monthly				
D. Place information about Quit Line in at least four professional newsletters	Copies of articles Copy of newsletters	Ongoing			
E. Contribute Quit Line articles to electronic tobacco prevention and control newsletter at least quarterly	Copy of articles submitted	Quarterly			
DELIVERABLE # 10					
A. In addition to monthly reports specified elsewhere in this statement of work, provide two semi-annual reports: mid year report shall include cumulative, summary information of all evaluation and tracking data (which is provided on a monthly basis). It shall also include a summary of all demographic data and Quality Improvement activities. Final report shall include all	Mid Year Report Final Report	Monthly 1/15/01 7/15/01	13.5%	\$13,917	Receipt and acceptance by DOH of reports \$6958 payable upon receipt of mid-year report and \$6959 payable upon receipt of final report.

info provided in the mid-year report and a summary of Quality Improvement data.					
DELIVERABLE # 11					
A. Maintain Scientific Advisory Board to provide advice from tobacco cessation experts in order to incorporate new scientific evidence into Quit Line services.	Summary of Scientific Advisory Board advice provided to Department for review twice a year.	Ongoing	3.6%	\$3,682 (\$368.20/month X 10 months) starting September 2000	Receipt and acceptance by DOH of meeting minutes
B. Membership to include representation from Contractor and one additional WA State scientific expert. Incorporate advice of board into protocols by mutual agreement of Contractor and Department.	Placement of Contractor representatives on board	12/31/00			
DELIVERABLE #12					
A. Implement marketing plans for Quit Line with health care providers, managed care plans, and community-based organizations in collaboration with Department and Department's media Contractor.	Implementation of activities in plan	Ongoing	10.5%	\$10,798 Billed monthly following approval of marketing plan by DOH.	Receipt and acceptance by DOH of summary of activities
B. Provide basic technical	Quarterly reports of plans requesting	Ongoing		Amount	

assistance to Washington State medical plans in designing cessation benefit packages.	assistance and types of assistance provided			not to exceed \$10,798	
DELIVERABLE # 13					
Quality Improvement Plan A. Contractor will develop a written Quality Improvement plan for the Washington Quit Line to address plans and actions for at least the following areas: 1. Improvement of referral process and data base 2. Improvement of the quality and effectiveness of services for ethnic, minority and other target populations 3. Modifications in Quit Line operations and protocols to incorporate new scientific findings and improve client outcomes 4. Improvement of training and continuing education processes for staff 5. Modifications in Quit Line databases, software and equipment to incorporate new technology. 6. Improvement of communication of	Written plan developed and submitted. Update of QI plan based on data from year one operations	3/31/01 7/15/01	45.5%	\$46,796	Receipt and acceptance of written plan =50% or \$24,898.00 Receipt and acceptance of update of QI plan based on year 1 operations; satisfaction & perception of access to survey results; and quit rate survey results=50% or \$24,898.00

<p>information about the Quit Line to health care providers, managed care plans and indemnity insurers.</p> <p>7. Improvement in the cost effectiveness of services provided.</p> <p>8. Improvement of client satisfaction with the services provided. (See description of survey component in next section)</p> <p>9. Efforts to enhance funding of services from other sources</p> <p>10. Perception of access to cessation services</p> <p>11. Quit rates (7 day, 30 day)</p>					
<p>B. Contractor will provide Satisfaction and Perception of Access to Cessation Services Survey within the first 8 months of operation.</p>	Survey results provided to DOH	7/15/01			
<p>C. Contractor will conduct a rolling survey to evaluate quit rates as described in the response to the RFP.</p>	Survey results provided to DOH	7/15/01			